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11 Attorney for Defendant West Customer
12 Management Group

13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF WASHINGTON AT SPOKANE

15 MARY PRESTA, a single woman,
16
17 Plaintiff,

18 vs.

19 WEST CUSTOMER MANAGEMENT
20 GROUP, a Delaware corporation,
21 Defendant.

Case No. CV 10-464-EFS

ANSWER TO COMPLAINT WITH
AFFIRMATIVE DEFENSES

22 TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

23 Defendant West Customer Management Group, LLC ("West") files this
24 Original Answer to Plaintiff's Complaint.

25
26 ADMISSIONS AND DENIALS

27 1.1 West is without information sufficient to admit or deny the statements
28 in paragraph 1.1 of Plaintiff's Complaint.

1 1.2 West admits the statements in paragraph 1.2 of Plaintiff's Complaint.

2 1.3 West admits that Plaintiff was employed by West in Spokane County.

3
4 West admits that jurisdiction and venue are proper in the federal district court for the
5 eastern district of Washington. West denies it wrongfully terminated Plaintiff and
6 denies the remaining statements in paragraph 1.3 of Plaintiff's Complaint.
7

8 2.1 Paragraph 2.1 of Plaintiff's Complaint is an incorporation paragraph
9 and does not contain any factual allegations to which admission or denial is required.
10 To the extent that Plaintiff alleges that West participated in illegal or wrongful
11 conduct with respect to Plaintiff, those allegations are denied.
12
13

14 2.2 West admits that Plaintiff was employed by West from July 2008 until
15 July 2, 2010. West denies the remaining statements in paragraph 2.2 of Plaintiff's
16 Complaint.
17

18 2.3 West admits that Plaintiff's employment was terminated by West on or
19 about July 2, 2010. West is without information sufficient to admit or deny Plaintiff's
20 age at the time of her termination. West denies the remaining statements in
21 paragraph 2.3 of Plaintiff's Complaint.
22
23

24 2.4 West denies the statements in paragraph 2.4 of Plaintiff's Complaint.

25 3.1 Paragraph 3.1 of Plaintiff's Complaint is an incorporation paragraph and
26 does not contain any factual allegations to which admission or denial is required. To
27
28

1 the extent that Plaintiff alleges that West participated in illegal or wrongful conduct
2 with respect to Plaintiff, those allegations are denied.
3

4 3.2 West denies the statements in paragraph 3.2 of Plaintiff's Complaint.

5 3.3 West admits that Plaintiff was terminated on or about July 2, 2010.
6 West denies the remaining statements in paragraph 3.3 of Plaintiff's Complaint.
7

8 3.4 West denies the statements in paragraph 3.4 of Plaintiff's Complaint.
9

10 4.1 Paragraph 4.1 of Plaintiff's Complaint is an incorporation paragraph and
11 does not contain any factual allegations to which admission or denial is required. To
12 the extent that Plaintiff alleges that West participated in illegal or wrongful conduct
13 with respect to Plaintiff, those allegations are denied.
14

15 4.2 West admits that Plaintiff was employed by Defendant from July 2008
16 until July 2, 2010. West denies the remaining statements in paragraph 4.2 of
17 Plaintiff's Complaint.
18

19 4.3 West admits the statements in paragraph 4.3 of Plaintiff's Complaint.
20

21 4.4 West admits that Plaintiff was on Family Medical Leave at the time of
22 her discharge. West denies the remaining statements in paragraph 4.4 of Plaintiff's
23 Complaint.
24

25 4.5 West denies the statements in paragraph 4.5 of Plaintiff's Complaint.
26

27 5.1 Paragraph 5.1 of Plaintiff's Complaint is an incorporation paragraph and
28 does not contain any factual allegations to which admission or denial is required. To

1 the extent that Plaintiff alleges that West participated in illegal or wrongful conduct
2 with respect to Plaintiff, those allegations are denied.
3

4 5.2 West denies the statements in paragraph 5.2 of Plaintiff's Complaint.

5 5.3 West denies the statements in paragraph 5.3 of Plaintiff's Complaint.
6

7 West denies that Plaintiff is entitled to recovery or judgment in this case and
8 denies that Plaintiff is entitled to the relief sought in her prayer.
9

10 West denies each statement in the Complaint not specifically admitted, denied
11 or otherwise controverted.
12

13 AFFIRMATIVE DEFENSES

14 1. Plaintiff fails to state a claim for which relief can be granted.

15 2. The employment decisions that are challenged by Plaintiff were based
16 on legitimate, non-discriminatory, non-pretextual and non-retaliatory business
17 reasons.
18

19 3. West made a good faith effort to prevent discrimination and retaliation
20 in its workplace.
21

22 4. Plaintiff's claims are barred, either in whole or in part, because Plaintiff
23 failed to promptly report to or notify West of any complaint about the alleged
24 conduct, if any such conduct occurred, and denied West the opportunity to
25 investigate and/or take action in response to complaints.
26
27
28

1 5. Plaintiff unreasonably failed to take advantage of preventive or
2 corrective opportunities provided by West or to avoid harm otherwise.
3

4 6. Plaintiff has failed to allege facts which, if proven, would establish that
5 the alleged conduct, if any such conduct occurred, was the proximate cause of
6 Plaintiff's damages.
7

8 7. Plaintiff's Breach of Promise/Wrongful Termination claim is barred
9 because Plaintiff was an at-will employee and not entitled to paid time off under
10 either West's policies or Washington law.
11

12 8. Plaintiff had and has a duty to mitigate any damages that may have
13 resulted from any alleged wrongdoing by West. Plaintiff's damages, if any, should
14 be reduced by any failure to mitigate damages.
15

16 9. Any amount which Plaintiff claims is due and owing to her for back pay
17 and/or benefits must be reduced and offset by any amounts which Plaintiff received,
18 earned or could have earned after the date she left her employment with West.
19

20 10. Any amount that Plaintiff claims is due and owing her for lost wages
21 and/or benefits must be reduced to account for any time period for which Plaintiff
22 was unavailable for work.
23

24 11. West at all times acted in good faith and had reasonable grounds for
25 believing that it was not violating the FMLA such that the relief sought (including but
26 not limited to liquidated damages) is not available.
27
28

1 12. Plaintiff's damages, if any, are capped by federal and state statutes.

2 WHEREFORE, PREMISES CONSIDERED, Defendant West Customer
3 Management Group, LLC requests that Plaintiff take nothing by her suit and that
4 Defendant be awarded its costs of this action and all other legal and equitable relief
5 to which it is justly entitled.
6

7
8 Respectfully submitted this 30th day of December, 2010.

9
10 LAW OFFICE ANDREW C. BOHRNSEN, P.S.

11
12 By: 

13 ANDREW C. BOHRNSEN, #5549
14 Attorney for Defendant West Customer
15 Management Group
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CERTIFICATE OF SERVICE

I hereby certify that on December 30, 2010, I electronically filed the foregoing Corporate Disclosure Statement with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to the following: paulburns@omnicast.net

/s/
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